bears, inc. Loston, Massachusetts 3-62-XLX-120 31 52 MM-120 45 44 -210-006 COUER SD 1025 BLANKET EXCESS LIABILITY POLICY FIREMAN'S FUND (FOLLOWING FORM) Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company) 18 THE AMERICAN **FIREMANS** FUND DECLARATIONS INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE) AMERICAN O7 NATIONAL SURETY JRANCE COMPANIES HOME OFFICE: SAN FRANCISCO CALIFORNIA Monsanto Company 300 M. Lindbergh Boulevard St. Louis, Missouri POLICY PERIOD 04-01-77 04-01-76 INCEPTION (MO. DAY YR.)

12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN ITEM 1 LIMIT OF LIABILITY: **3,000,000.** . EACH OCCURRENCE (Part of \$30,000,000.) 3.000.000. . AGGREGATE UNDERLYING INSURANCE LIMIT OF LIABILITY ITEM 4. 48,000,000. EACH OCCURRENCE AGGREGATE ITEM S. PREMIUM BASIS ITEM 6. ADVANCE PREMIUM: \$ 3,500. ANNUAL MINIMUM PREMIUM: \$ 3.600. FLAT CHARGE IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY BHALL RECEIVE AND RETAIN NOT LESS THAN \$ 500. AS THE POLICY MINIMUM PREMIUM. ITEM 7. SCHEDULE OF UNDERLYING INSURANCE: EPA Region 10 Superfund Releasable See Endorsement # 1 Date: 10/23/09, 11/20/09

## FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

## INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable of each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by remain of losses paid thereinder on account of occurrences during this policy period, the

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Campany's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

## **DEFINITIONS**

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

### CONDITIONS

I. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-Page Two)

, and a second s				
COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT			
04-16-76 ns .	Edward Shuho-			
PAGE ONE	5902-2-72			

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#### (Continued from Proceeding Passe)

ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in item 4 of the declarations, or renewals or replacements thereof not affording-coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of chains carsing out of occurrences during this policy period. If such underlying insurance is not maintained in full effect by the insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

- 2. Notice of Occurrence. The Insured shall immediately advise the Company of any occurrence or discuser which will probably result in liability under this policy. The Company shall not, however, he called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.
- of the claim of claims.

  2. Payment of Leas. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement, award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Commany in conformity with this solicy. Bankruptcy or insolvency of insured shall not relieve the Company of any of its obligations hereunder.
- 4. Peyment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or delense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said less. Loss expense hereunder shall not include salaries and expense of the insured's employees incurred in investigation, adjustment and litigation.

- 5. Appeal. In the event the insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.
- 8. Subregation. In the event of any payment of this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted selely by the Company, the Company shall bear the expenses thereof.

- 7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The astronce premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be compared, and the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.
- 8. Concellation. This policy may be cancelled by either party upon 30 days notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at shart rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the sevent of cancellation or terminations of the underlying insurance, this policy shall come to apply at the same time without notice to the insured. Notice shall be given by the Company to the insured at the addresse shown is the declarations. Payment or tender of uncarned premium is not a condition of cancellation.

# NUCLEAR ENERGY LIABILITY, EXCLUSION ENDORSEMENT

### (BROAD PORM)

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy, issued by Nuclear Energy Liability Insurance Association, Muhad-Atamis-Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear-material and with respect to which (1) any person or organization is required to maintain linancial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled indemnity from the United States of America, or any agreement entered into by the United States of America, or any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Liability Coverage; to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
- (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been distinged or dispersed therefrom:
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use-of any nucleus facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nucleus facility.
- III. As used in this endorsement:
- "hazardeus proporties" include radioactive, toxic or explosive proporties;
- "nucleur material" means source material, special nuclear material or byproduct material;
- "secures material." "special nuclear material." and "hyproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:
- "spent fisel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor:
- "weste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the defination of nuclear facility under paragraph (a) or (b) thereoi;

"zuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating

FAGE TWO

(Continued on Next Page)

End. # 4
CN:CELLATIO:

In consideration of the premium charged, it is understood and agreed that Item " 3 of the Policy Conditions is amended to read as follows:

Cancellation: This policy may be cancelled by either party upon 60 days' notice in writing to the other stating the date cancellation shall be affective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. Movever, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the insured. Motice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

POLICY NUMBER INBURED		EFFECTIVE	
0-42-mut-120 3132	Monsante Com	04-01-70	
Fireman's fund insurance company The American Insurance Company National Surety Cosporation Associated Indemnity Corporation American Automobile Insurance Company		PRODUCER	
		Thomas E. Sears, Inc.	
		COUNTERBIGNATURE OF AUT	HORIZED AGENT
My Du Ba	~	0, 10	P
PRESIDENT		Edward Shoul	<u> </u>
80001-1-65 SETS			

=nd.	

UNITITIES. DING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Hamed Insured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of Hability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Covernote To. CD2031/PGL0205 of Underwriters at Lloyd's of London.

POLICY NUMBER		EFFECTIVE		
0-62-KLK-120 3152	'lonsanto C	ompany	64-51-73	
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION		PRODUCER  Thomas C. Sears  countereignature of authorized agent		
AMERICAN AUTOMOBILE INSURANCE COMPANY  Organ She Barre  PRESIDENT		Edward Sheeken		
180001-1-85 SETS				

End. // 2	
TECHUSION OF FIRELITY COVERAGE	

In consideration of the premium charged, it is understood and apreed that no coverage is afforded by this policy as respects any loss of money or other property which the insured shall sustain through any fraudulent or dishonest act or acts committed by any of the insured's employees, acting alone or in collusion with others.

POLICY NUMBER	EFFECTIVE		
3-32-71.7-120 3132   Mon:	1 1132 Honsanto Company		
Fireman's fund insurance company the american insurance company national surety corporation associated indemnity corporation american automobile insurance company	Thomas I. Sears, Inc. COUNTERSIGNATURE OF AUTHORIZED AGENT		
Myran Bu Barne PRESIDENT	Columns She	eh	

SCHEDULE OF UNDERLYING INSURANCE

In consideration of the premium charged, it is understood and agreed that Item # 7 of the Declarations is completed to read as follows:

Schedule of Underlying Insurance: \$48,000,000. combined single limit Personal Injury and/or Property Damage and/or Advertisers Liability as provided by Lloyds of London and various other companies in encess of various primary limits or self-insured retentions.

POLICY NUMBER	INSURED		
3-30-31111-120 3152	lionsant	to Company	75-71-71
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION		Thomas C. Seats, Inc.	
AMERICAN AUTOMOBILE INSURANCE COMPANY  Office Sur Barrier  PRESIDENT		Eliza Sheh	

180001-1-65 SETS

### (Continued from Proceding Page)

the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grains of plutonium or uranium 233 or any combination thereof, or more than 250 grains of uranium 235. (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"auclear reactor" means any apparatus designed or used to sustain nuclear lission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

Robert P. J. Comy

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FINAL PAGE

PREVIOUS POLICY NUMBER PRODUCER S CODE THOMÁS É. SEARS. INC. XLX-136 22 87 BSN 20-219-986 XLX 136 38 21 ROSTON, MA BLANKET EXCESS LIABILITY POLICY OI FIREMAN'S FUND (FOLLOWING FORM) 18 THE AMERICAN Coverage is provided in the Company designated by number, a steck insurance Company (herein called the Company) 07 NATIONAL SURETY FIREMAN'S FUND DECLARATIONS 13 ASSOCIATED INDEMNITY INSURANCE ITEM 1, INSURED'S NAME AND ADDRESS (NO., STREET, YOWN, COUNTY, STATE) 15 AMERICAN AUTOMOBILE MAIL ADDRESS SAN FRANCISCO CALIFORNIA MONSANTO COMPANY 800 N. LINDBERGH BOULEVARD ST. LOUIS, MISSOURI THOMAS E · SEARS · INC. POLICY PERIOD: INSURANCE - REINSURANCE APRIL 1. 1979 REWOT KOCHERALD OCK TERTE MOCHERALD OCK BOSTON, MASS. 02116 178M 3 LIMIT OF LIABILITY: . 3,000,000. **3,000,000.** 

. EACH OCCURRENCE (PART OF \$22,000.000.) UNDERLYING INSURANCE LIMIT OF LIABILITY ITEM A. \* 58,000,000. . EACH OCCURRENCE **\* 58,000,000.** . AGGREGATE PREMIUM BASIS ITEM S. ADVANCE PREMIUM: \$ 12,000. 12,000. ANNUAL MINIMUM PREMIUM: \$ FLAT CHARGE IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$ 4,000. AS THE POLICY MINIMUM PREMIUM. ITEM T. SCHEOULE OF UNDERLYING INSURANCE: SEE ENDORSEMENT # 1

### FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

### INSURING AGREEMENTS

PAGE ONE

- I. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies, shall not apply except as respects injury to or destruction of corpored property, including loss of use thereof.
- of corpored property, including loss of use thereot.

  2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of lesses paid thereunder on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Pellcy Period. This policy applies only to occurrences which take place during the policy period.

### DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in selllement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

# CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-Page Text)

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COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT			
MARCH 27, 1979 AVFX				

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CONFIDENTIAL BUSINESS INFORMATION

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ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in flem 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, hall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. If such underlying insurance is not maintained in full effect by the Insured or if there is they change in the scape of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

that been so maintained and unchanged.

The insurance allorded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

- and limits of lability, and any renewal agreement.

  2. Notice of Occurence, The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy, if the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.
- of the claim or claims.

  3. Payment of Loss, it is a condition of this policy that the insurance allorded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement, award or verdict of the insulity of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses talling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after hey are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.
- Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employees incurred in investigation, adjustment and litigation.

- S. Appeal. In the event the insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be hable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.
- 8. Subregation. In the event of any payment of this policy, the Company shall be subregated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

- 7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company: if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject turther to the policy minimum premium as stated in the Declarations.
- S. Cancellation. This policy may be cancelled by either party upon 30 days notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rate. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of uncertified premium is not a condition of cancellation.

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

### (MROAD FORM)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death." or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association. Mulual Alomic Energy Liability Insurance Association and Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hoxardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain linancial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity both the United States of America, or any agreement entered into by the United States of America, or any agency thereof, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, a operated by or on behalf of, an insured or (2) has been disharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of, services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear lacility, but it such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c), applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"huzardous proporties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material." "special nuclear material." and "hyproduct material" have the meanings given them in the Alomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear lacility included within the defination of nuclear facility under paragraph (a) or (b) thereof:

"nuclear facility" means

(a) any nuclear reactor,

(b) cmy equipment or device designed or used for (1) separating

PAGE TWO

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## (Continued from Preceding Page)

the isotopes of uranium or plutonium, (2) processing or utilizing spent luet, or (3) handling, processing or packaging waste. (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235. (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

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and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear lission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

BECRETARY

Myrn Du Gam

FINAL PAGE

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# RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENTJUN 19 1979

THE SIGNATURE HEREON IS A VALID SIGNATURE FOR THIS POLICY OR BOND TO COMPLY WITH THE COUNTERSIGNATURE LAWS AND REGULATIONS OF MISSOURI

POLICY OR BOND NUMBER	INSURED OR FRINGIPAL		EFFECTIVE
XLX-136 22 87	Monsanto Company	. •	04/01/79
FIREDAN'S FUND INS	TEARCE COMPANY	DATE COUNTERSIGNED	
THE AMERICAN INSU	LANCE COMPANY		
HATIONAL SUBSTY C		6/11/79	
ASSOCIATED DEDENCE			TAGENT
	ILE INSURANCE COMPANY		
☐ PIERMAN'S PUND DIES	PANCE COMPANY OF YEXAS	1 1 1 1 1 1 1 1	4
· ·	Myran Bellenie	Joseph Walls	rek.
		- July -	

5	End.	. #5A	 
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In consideration of the premium charged, it is understood and agreed that Endorsement #5 is hereby deleted in its' entirety. All other terms and conditions of this policy remain unchanged.

POLICY NUMBER		INS	*RED	-	EFFECTIVE
XLX 1362287	Monsanto Company	•		-	4-1-79
FISTERIATE FORM INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED RIDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY  Myrry Au Bain			PRODUCER		
			COUNTERSIGNA	TURE OF AUTHORIS	IED AGENT
77	PRESIDENT	70.x			

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END. # 5

## ADDITIONAL PHARMACEUTICAL EXCLUSION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT—IS UNDERSTOOD AND AGREED THAT NO COVERAGE IS AFFORDED UNDER THIS CONTRACT WITH RESPECT TO THE PHARMACEUTICAL KNOWN AS "AGMA".

POLICY NUMBER		INGURED		EFFECTIVE	
XLX 136 22 87	Monsai	MONSANTO COMPANY			
THE AMERICAN I	INSURANCE COMPANY MEURANCE COMPANY LETY CORPORATION	THOMAS E. SEARS, INC., BOSTON, MA			
AMERICAN AUTOMOB	DIRITY CORPORATION LE INSURANCE COMPANY  Au Bain	COUNTERSIGNATURE	OF AUTHORIZED	AGENT	
<i></i>	PRESIDENT 70-X				

180001-1-65 SETS

END. # 4

CANCELLATION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT ITEM # 8 OF THE POLICY CONDITIONS IA AMENDED TO READ AS FOLLOWS:

CANCELLATION: THIS POLICY MAY BE CANCELLED BY EITHER PARTY UPON 60 DAYS! NOTICE IN WRITING TO THE OTHER STATING THE DATE CANCELLATION SHALL BE EFFECTIVE. IF CANCELLATION IS AT THE REQUEST OF THE INSURED, ADJUSTMENT OF PREMIUM SHALL BE AT SHORT RATE, AND IF CANCELLED BY THE COMPANY, ADJUSTMENT SHALL BE MADE PRO RATE. HOWEVER, IN THE EVENT OF CANCELLATION OR TERMINATION OF THE UNDERLYING INSURANCE, THIS POLICY SHALL CEASE TO APPLY AT THE SAME TIME WITHOUT NOTICE TO THE INSURED. NOTICE SHALL BE GIVEN BY THE COMPANY TO THE INSURED AT THE ADDRESS SHOWN IN THE DECLARATIONS. PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION

	POLICY NUMBER	ER						EFFECTIVE
XLX	136 22 87	MONSANTO COMPANY				4-1-79		
	FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY HATIONAL SURETY CORPORATION		THOMAS	E.	SEARS,	PRODL	BOSTON,	ма
i I	AMERICAN AUTOM	IDENTITY CORPORATION OBILE INBURANCE COMPANY ON Au Bain		COL	UNTERBIGN	ATURE OF	AUTHORIZED	AGENT
		PRESIDENT 70.	x				_	

180001-1-65 SETS

END. #"3

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO
THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT
THIS INSURANCE COVERS THE SAME NAMED INSURED
AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS,
EXCLUSIONS, AND CONDITIONS (EXCEPT AS REGARDS
THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY,
AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE
CONTAINED IN OR AS MAY BE ADDED TO THE FIRST LAYER
OF COVER NOTE NO. S09031/UGL0285 OF UNDERWRITERS
AT LLOYD'S OF LONDON OR ITS RENEWAL.

POLICY NUMBER		INBURED				EFFECTIVE	
XLX 136 22 87	MONSANTO COMPANY			,	4-1-79		
	INSURANCE COMPANY	T			PRODU	CER	
NATIONAL SUR	nburance company ety corporation	}	THOMAS E.	SEARS,	INC.,	BOSTON,	MA
	emnity corporation ILE INSURANCE COMPANY	• [	cour	TERSIGNA	TURE OF	AUTHORIZED	AGENT
Myrne	Au Bain	İ					
	PRESIDENT	70·X					

180001-1-65 SETS

END. # 2

## EXCLUSION OF FIDELITY COVERAGE

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS
UNDERSTOOD AND AGREED THAT NO COVERAGE IS
AFFORDED BY THIS POLICY AS RESPECTS ANY LOSS OF
MONEY OR OTHER PROPERTY WHICH THE INSURED SHALL
SUSTAIN THROUGH ANY FRAUDULENT OR DISHONEST ACT
OR ACTS COMMITTED BY ANY OF THE INSURED'S EMPLOY—
EES, ACTING ALONE OR IN COLLUSION WITH OTHERS.

POLICY NUMBER		INSURED	EFFECTIVE	
XLX 136 22 87	MONSAN	4-1-79		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION		THOMAS E. SEARS, INC., BOSTON, MA		
AMERICAN AUTOMOB	BHITY CORPORATION ILE INSURANCE COMPANY Au Bain PRESIDENT 70-	COUNTERBIGNATURE OF AUTH	ORIZED AGENT	

180001-1-65 SETS

END. # 1

# SCHEDULE OF UNDERLYING INSURANCE

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT ITEM # 7 OF THE DECLARATIONS IS COMPLETED TO READ AS FOLLOWS:

SCHEDULE OF UNDERLYING INSURANCE: \$58,000,000. COMBINED SINGLE LIMIT PERSONAL INJURY AND/OR PROPERTY DAMAGE AND/OR ADVERTISERS LIABILITY AS PROVIDED BY LLOYDS OF LONDON AND VARIOUS OTHER COMPANIES IN EXCESS OF VARIOUS PRIMARY LIMITS OF SELF-INSURED RETENTIONS.

POLICY NUMBER		INSUMED			EFFECTIVE
XLX 136 22 87	MONSANT	O COMPANY			04-1-79
THE AMERICAN I	INSURANCE COMPANY NEURANCE COMPANY ETY CORPORATION	THOMAS E.	PROI SEARS, INC.,	, BOSTON,	MA
AMERICAN AUTOMOB	MINITY CORPORATION LE INSURANCE COMPANY  Au Bain	cou	ntersignature (	OF AUTHORIZED	AGENT
	PRESIDENT 70-2	<u> </u>			

180001-1-65 SETS

# MI

# INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

/as 4/2/79 Thomas E. Sears Ins. 524- 120296 N-El Renewal ofXCP14324

Attached to and hereby made a part of Certificate of Excess Insurance No.XCP 143434

DECLARATIONS

Item 1.

Name of Monsanto Company, Etal. Insured - 800 North Lindbergh Blvd.

St. Louis, Mo. 63166

item 2.

Address ----

THOMAS E · SEARS · INC ·

INSURANCE - REINSURANCE

JOHN HANGOCK TOWER 100 CLARENDON STREET BOSTON, MASS, OZII6

Item 3. Certificate Term — From: 4/1/79

12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance ---

**Primary Carriers** 

**Policy Numbers** 

**Policy Periods** 

Various

Various

4/1/79-80

Item 5. Description of Primary Insurance —

See Limits of Liability Endorsement #3

item 6. Description of Excess Insurance -

See Limits of Liability Endorsement # 3

Item 7. Fremium ---

22,400 Flat Charge for policy Period

item 8. attached hereto and mode a part hereof:
No. 1 — Nuclear Energy Liability Exclusion Endorsement (Form LC-1012)

See Schedule of Endorsements

LC-1182 5M 6-73 PTD. IN U.S.A.

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured).

- A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals ar replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.
- B. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this certificate shall follow that of the primary insurance except:
  - (1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim ar suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the appartunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf

- of the Insured; (2) the insurence afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Countersigned:

Agen

BERTHANIC DEDNAS SOCIOLOS

Han R. Cox Provident

. LC-1183-1 12/68 Ptd. in U.S.A.

| Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Address | Addr

# 1. DEFINITION OF "NAMED ASSURED"

A) Monsanto Company and/or subsidiaries, owned and controlled companies, held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- 2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The Following are included as Assureds hereunder:
  - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto Emery agreement.
  - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at plants jointly owned by Monsanto Company and Tosco Corporation at Avon, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.
  - C) Continental Oil Company (CONOCO) but only with respect to liability arising out of the construction, maintenance, use or operation of the joint venture facilities at Chocolate Bayou but not for any limit of insurance greater than that specified in the Monsanto-CONOCO agreement.

It is further agreed that exception (7) of the Broad as Primary Rider shall not apply to this joint venture operations, nor shall the joint venture clause attached to this policy apply with respect to this joint venture.

Authorised Agent

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MJH 6/26/79

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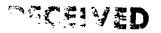
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INSURANCE SECTION-

Named Insured			Endorsement Number
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Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	143434	1	

# EMPLOYEE BENEFITS LIABILITY EXPLANATORY ENDORSEMENT

"It is understood and agreed that the following exclusion is added as respects to Employee Benefits Liability Coverage: To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974".

/as

MONS 155742

**ORIGINAL** 

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Named Insurad		Endarsement Number
Policy Symbol Policy Number XCP 143434	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company		n this endorsement is issued subsequent to the preparation of the p

# AIRCRAFT EXCLUSION

It is agreed that as respects coverage provided by this policy for the ownership, maintenance or use of aircraft, the following additional exclusions shall apply:

To the use of aircraft for purposes not within the terms of coverage of underlying insurance listed in Schedule A

Unless the aircraft is piloted by a person or persons meeting the requirements for pilot experience and pilot certification set forth in the terms of coverage of the underlying insurance listed in Schedule A;

To any liability assumed by the Insured arising out of the engineering, design, or workmanship in the manufacture or sale of an aircraft.

It is further agreed that as respects coverage provided by this policy, the Limit of Liability for Property Damage is \$250,000 for damage to or destruction of aircraft not owned in whole or part by the Insured but rented to, occupied or used by or in the care, custody or control of the Insured to the extent the Insured is not under contract to provided insurance therefore.

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Nemed Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
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## Aircraft Products and Grounding Exclusion

In consideration of the premium charged, it is understood and agreed that such insurance as is afforded by this policy shall not apply, under the Products Hazard, to any and all Aircraft Products. "Aircraft Products" means aircraft (including missiles or space craft and any ground support or control equipment used therewith), and any article furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instructions, manuals, blue prints, engineering or other date, and/or any article in respect of which engineering or other advice and/or services and/or labor had been given or supplied by the Insured relating to such aircraft or article.

It is still further agreed that such insurance as is afforded by this policy shall not apply to any claim or claims arising out of Grounding. "Grounding" means the complete and continuous withdrawal at or about the same time in the interest of safety, of one or more aircraft from all flight operations because of a like defect, fault or condition or suspicion thereof in two or more such aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons, firms, or corporations. A grounding shall be deemed to commence from the date of an accident or occurrence which discloses such defect, fault or condition or on the date an aircraft is first withdrawn from service on account of such defects, fault or condition whichever first occurs.

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Named Insured			Endorsement Number
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## LIMITS OF LIABILITY ENDORSEMENT

### Item 5

- A) \$58,000,000 each occurrence & aggregate, where applicable; in excess of various primary policies.
- E) \$100,000,000 each occurrence & aggregate; where applicable; in excess of various primary policies.

# Item 6

- A) \$2,000,000 each occurrence & aggregate; where applicable, quota share part of \$22,000,000 each occurrence & aggregate; where applicable; in excess of \$58,000,000 and various primary policies as indicated in item 5.
- B) \$6,000,000 each occurrence & aggregate; where applicable, quota share part of \$40,000,000 each occurrence & aggregate, where applicable in excess of \$100,000,000 and various primary policies as indicated in item 5.

/as

CC-1E15 Ptd. In U.S.A.

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Nemed Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Dete of Endorsement
XCP	143434		
Issued By (Nan	ne of Insurance Company	)	•

1. DEFINITION OF "NAMED ASSURED"

- A) Monsanto Company and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted.
- 2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums and receiving of return premiums, if any;
- 3. The following are included as Assureds hereunder:
  - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto Emery agreement.
  - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at plants jointly owned by Monsanto Company and TOSCO Corporation at Avon, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.
  - C) Continental Oil Company (CONOCO) but only with respect to liability arising out of the construction, maintenance, use or operation of the joint venture facilities at Chocolate Bayou but not for any limit of insurance greater than that specified in the Monsanto-CONOCO agreement,

It is further agreed that exception (7) of the Broad as Primary Rider shall not apply to this joint venture operations, nor shall the joint venture clause attached to this policy apply with respect to this joint eventure.

Page 1

Authorized Agent

CC-1E15 Ptd. In U.S.A.

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### NUCLEAR ENERGY LIABILITY EXCLUSION ENDOUSEMENT

(Bread Form)

ENDORSEMENT # 1

Named Insured	
Effective	Policy No.
issued by (Name of Insurance Company)	
The shove is required to be comp	d only when this endorsement is issued subsequent to the preparation of the policy.

ALL ANTOMODILE LIABILITY, GENERAL LINDILITY AND MEDICAL PAYMENTS MILLIAMICE OTHER THAN FAMILY AUTOMOBILE SPECIAL PACKAGE AUTOMOBILE COMPREMENSIVE PERSONAL AND FARMER'S COMPREMENSIVE PERSONAL INCMINANCE

This enduraement medifies such insurance as is afforded by the provisions of the policy relating to the following:

#### It is agreed that:

- f. The policy does not apply:
  - A. Under any Liability Coverage, to bookly injury or property damage
    - (1) with respect to which an insured under the policy is also an insured under a nuclear energy trability policy issued by Nuclear Energy Erability Insurance Association, Matuel Atomic Energy Erability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its Insurance Association upon exhaustion of its limit of liability; or
    - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, antitited to indemnity from the United States of America, or any agency thereof, under any agreement online by the United States of America, or any agency thereof. with any person or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bedily injury
  resulting from the hazardous properties of nucleor material and arising out of the operation of a nucleor facility by any person or organization.
- C. Under any Liability Coverage, to bedily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (a) is at any microer facility owned by, or operated by or an behalf of, an Insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time passessed, handled, used, processed, stored, transported or disposed of by or on behalf of an inverset; or
  - (3) the bedily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nucleor facility, but if such facility is located within the United States of America, its territories or passessions or Canada, this exclusion (3) applies only to property damage to such nucleor facility and any property thereot.
- I?. As wood in this endorsoment:
  - "hazardous graparties" include radioactive, texic or enalgoive proserties;
  - "nuclear material" means source material, special nuclear material or byproduct material;
  - "securce material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1956 or in any law amendatory thereof:
  - "seast fuel" means any fuel element or fuel compensat, solid or liquid, which has been used or expected to radiation in a nuclear reactor."
  - "weete" meets any waste meterial (3) containing byproduct meterial and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
  - "nuclear facility" means
    - (a) any nuclear reactor.
    - (b) any equipment or device designed or used for (1) separating the isotopes of warnium or plubonium, (2) precessing or ubilizing spent fuel, or (3) handling, precessing or packaging weets,
    - (c) any equipment or device used for the processing, fabricating or alleying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is localed consists of or contains more than 25 grams of plutenium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
    - (d) any structure, basin, excavation, promises or place propared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"muclear reactor" means any apparatus designed or used to sustain nuclear fission in a salf-supporting chain reaction or to contain a critical mass of fissionable material:

"property damage" includes all forms of radioactive contamination of property.

LC-1812 (A0009) 12-7-66 Printed in U.S.A.

Named Insured		-		Endorsement Numbe	
Policy Symbol P		Policy Period		Effective Date of En	Sorsement
Issued By (Name o	143434 I Insurance Compeny)				
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#2	Definition	on of "Nam	ed Assured".		
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#5	Aircraft	Exclusion			
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ORIGINAL

20-219-986 Boston, Massachusetts	XLX-1053669 XLX-120 45	44
BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM)	OI FIREMANS FUND	
Coverage is provided in the Company designated by number, a steek insurance Company (herein selled the Company)  DECLARATIONS  "EM 1. INSURED'S NAME AND ADDRESS (No., STREET, YOWN, COUNTY, STATE)	FIREMANS FUND AMERICAN OF NATIONAL SURETY OF STREET	
Housento Company 800 N. Lindbergh Boulevard	the francisco Charageura	
St. Louis, Missouri	THOMAS E · SEARS · IN	<u>'c:</u> }
IYEM 8. 10-1-73 4-1-76 INCEPTION IMO. BAY VR.) IZ OF A.M., SYANGARD VINE AT THE ADDRESS OF THE NAMED INSURED AS STATES HERI	PARK SQUARE SUILDING SI ST. JAMES AVERUE BOSTON, MASS, ORTIG	
IVEM 8.		
LIMIT OF LIABILITY:	•	
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9 3,000,000. 9 3,000,000.	ANCE LIMIT OF LIABILITY  EACH OCCURRENCE	

### FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

See Endorsement # 1

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

# INSURING AGREEMENTS

1. Coverage. To indemnify the insured for the insured's ultimate not lose in excess of the insuremes afforded under the Blanket Excess Liability or 'Unibrelle' palicies specified in lines 7 of the Declarations, hereafter called underlying insuremes, in full force and effect at the inception of this policy, provided that the insuremes for injury to or destruction of property under this policy and underlying policies shall not apply smeet as respects injury to or destruction of corporad property, including loss of use thereof.

ITEM T. SCHEDULE OF UNDERLYING INSURANCE.

of corpored property, including loss of use thereof.

2. Limit of Limiting the Company shall be itable only for the limit of liability stated in lives 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations on this policy. The limit of the liability stated in the declarations on applicable to "such occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of leases paid therefore on account of occurrences during this policy period, this

(Continued on Page Two)

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

2. Policy Period. This policy applies only to occurrences which take place during the policy period.

## DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or satisage.

### CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

c	OUNTERSIGNATURE	DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
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PAGE ONE			8003-2-72

#### (Continued from Proceeding Page)

ing as streets over various policies of primary insurance) with combined limits of liability for said underlying instructe stated in liem 4 of the declarations, or renewals or replacements thereof not offording coverages other than those at inception of this policy.

"If he maintained in full effect during the period of this policy, ept for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period.

ment of claims arising out of occurrences during this policy period.

I) such underlying insurance is not maintained in full effect by the
Insured or if there is any change in the scope of coverage under
any underlying insurance, the insurance afforded by this policy
shall apply in the same manner as though such underlying policies
had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same war-ranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained on the united programs and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability and any renewal agreement.

- and limits of liability and any renewa agreement.

  2. Netice of Communes. The Insured shall immediately advise the Company of any occurrence or discaster which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may areat liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims. of the claim or claims.
- 3. Persent of Less. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement, award or verdict of the hubblity of the Insured, the Company, shall prompily pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after any are respectively claimed and proof of loss filed with the Company in conformity with this policy Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder. 3. Personne of Laws. It is a condition of this policy that the insurance

hereunder.

6. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include adjaries and expense of the insured's employees incurred in investigation, adjustment and litigation.

- S. Appeal. In the event the insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.
- 5. Subregeties. In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organisation and the Insured shall execute and deliver instruments and papers and do whatever size is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be appartioned in the inverse order of payment of loss to the extent of action payment. The expenses of dil such recovery proceedings shall be apportuned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

- 7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion subject to the annual minimum premium stated in the Declarations for each twelve months of the reliev person and subject further to the property many premium premium premium stated in the Declarations for each twelve months of the reliev person and subject further to the property many premium pr policy period, and subject further to the policy minimum premium as stated in the Declarations.
- Concellation. This policy may be cancelled by either party upon 30 days notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured. and) be effective it concellation is at the request of the insured, adjustment of premium shall be at short rate, and it cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BEOAD FORM)

It is gureed that the policy does not apply:

- I. Under any Liability Coverage, to injury sickness, disease, death
- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Underwriters or Nuclear Insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hozardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuamit to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement extered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
- a) the nuclear material (1) is at any nuclear facility owned by operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom:
- (b) the nuclear material is contained in spent luel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility

III. As used in this endorsement:

"hazardens proporties" include radioactive toxic or explosive properties:

"nuclear material" means source material, special nuclear material or byproduct material:

"source meterial." "special nuclear material." and "hyproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:

"spent fuel" means and fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the defination of nuclear facility under paragraph (a) or (b) thereof.

"nuclear izcility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating

PAGE TWO

(Continued on Next Page)

### (Continued from Proceding Page)

p isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.

(c) dry equipment or device used for the processing, labricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the remises where such equipment or device is located consists of it contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reacter" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company

Relat 8. J. Com

18. organiz

PRESIDENT

FINAL PAGE

End. # 5	
CANCELLATION	
C 11.12 - 2.047	

In consideration of the premium charged, it is understood and agreed that Item # 8 of the Policy Conditions is amended to read as follows:

Cancellation. This policy may be cancelled by either party upon 60 days' notice in writing to the other stating the date cancellation shell be affective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rate. However, in the event of cancellation or termination of the underlying insurance, this policy shall cause to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of uncarned premium is not a condition of cancellation.

POLICY NUMBER		INSURI	INSURED			
XLX-120 45 44	Monsento	Company		10-1-73		
FIREMAN'S FUND INS			PRODUCER	· · · · · · · · · · · · · · · · · · ·		
11-8-73 THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION		Thomas E. Sears, Inc.				
	ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		COUNTERSIGNATURE OF AUTHORIZED AGENT			
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NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Insured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. 3D6051/CX5317 of Underwriters at Lloyd's of London.

POLICY NUMBER		INSURED			EFFECTIVE	
XLX-120 45 44	Monsanto	Company			10-1-73	
	UND INSURANCE COMPANY	1		PRODUCER		
THE AMERICAN INSURANCE COMPANY 11-8-73 NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		Thomas E. Sears, Inc.				
			COUNTERSIGNA	TURE OF AUTHORIZED	AGENT	
A A	Spine		7) 1	1.001		
<b></b>	PRESIDENT	<u> </u>	durid.	Sheek -		

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End.	<i>9</i> 3
ADVANCE	PRINTUN

It is understood and agreed that Item # 6 of the Declarations, Advance Premium, is corrected to read as follows: \$3,750.

POLICY NUMBER		INSURED		EFFECTIVE
XLX-120 45 44	Monsanto (	Company	\$	10-1-73
PIREMAN'S FUND INS		1	PRODUCER	
11-8-73 THE AMERICAN INSU NATIONAL SURETY	CORPORATION	The	omes E. Seers,	Inc.
Associated indemnity corporation American automobile insurance company		COUNT	ERSIGNATURE OF AUTI	HORIZED AGENT
Hame D. Syan	int	Sol		<b>/</b> '
	PRESIDENT	Mua	A kala	
180001-1-85 SETS				

End. # 2

# EXCLUSION OF FIDELITY COVERAGE

In consideration of the premium charged, it is understood and agreed that no coverage is afforded by this policy as respects any loss of money or other property which the insured shall sustain through any fraudulent or dishonest act or acts committed by any of the insured's employees, acting alone or in collusion with others.

-	POLICY NUMBER		INSURED		EFFECTIVE
	XLX-120 45 44	Monsanto	Company	1	10-1-73
		und insurance company		PRODUCER	· · · · · · · · · · · · · · · · · · ·
	NATIONAL	AN INSURANCE COMPANY L SURETY CORPORATION	Thomas I	. Sears, Inc.	
1		Indemnity corporation HobiLE Insurance Company	COUNTER	SIGNATURE OF AUTHORIZ	ED AGENT
1	Hunt L	عسمرد ا	0,	Sheel	
		PRESIDENT	Cherry	Mehr	
180	0001-1-48 SETS				

End. # 1

# SCHEDULE OF UNDERLYING INSURANCE

In consideration of the premium charged, it is understood and agreed that Item # 7 of the Declarations is completed to read as follows:

Schedule of Underlying Insurance: \$48,000,000. combined single limit Personal Injury and/or Property Damage and/or Advertisers Liability as provided by Lloyds of London and various other companies in excess of various primary limits or self-insured retentions.

POLICY NUMBER

XLX-120 45 44 Housento Company

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRESIDENT

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Thomas E. Seers, Inc. REVIOUS POLICY NUMBER XLX-120 45 44 XLX-1053669 20-219-986 Roston, Massachusetts BLANKET EXCESS LIABILITY POLICY OI FIREMANS FUND (FOLLOWING FORM) Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company) 18 THE AMERICAN FIREMANS 01 DECLARATIONS FUND INSURED'S NAME AND ADDRESS INC. STREET, YOWN, COUNTY, STATE) AMERICAN 07 NATIONAL SURETY Monsanto Company 800 N. Lindbergh Boulevard St. Louis, Missouri SEARS IND POLICY PERIOD: ANCE THEM 2. 10-1-73
INCEPTION (MO DAY YR.)
IS DI A.M., STANBARD TIME AT THE ASSERBE OF 4-1-76 EXPIRATION (MO. DAY YR.) L cens ITEM S. LIMIT OF LIABILITY: . EACH OCCURRENCE **3,000,000.** (Part of \$30,000,000.) . AGGREGATE \* 3,000,000. ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY 48,000,000. . EACH OCCURRENCE **48,000,000.** . AGGREGATE PREMIUM BASIS ITEM S. ITEM & ADVANCE PREMIUM: \$ 3,748. #73-61 ANNUAL MINIMUM PREMIUM: \$ 1,500. FLAT CHARGE

#### FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

See Endorsement # 1

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$ 500.

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

### INSURING AGREEMENTS

PAGE ONE

I. Generage. To indemnify the insured for the insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbreller" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corpored property, including loss of use thereof.

ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:

of corpored property, including loss of use thereof.

2. Limit of Liability. The Company should be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations at this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of lesses poid therefer on account of occurrences during this policy period, this / Constitution

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

Pelicy Period. This policy applies only to occurrences which take place during the policy period.

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

# CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy. insurance afforded by the underlying policies of insurance (apply-

COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
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BAGE ONE	5902-2-72

#### (Continued from Preceding Page)

ing as excess over various policies of primary insurance) with

ing as skeeps over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in filem 4 of the declarations or renewals or replacements thereof not affording coverages other than those at inception of this policy. If he maintained in full effect during the period of this policy, ept for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. If such underlying insurance is not maintained in full effect by the Insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same war-ranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained on the limits of readility, conditions and sections as the conditions in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

- 2. Notice of Occurence. The Insured shall immediately advise the Company of any occurrence or discater which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or delense of any claims made, or suits brought, or proceedings instituted against the insured, but shall have the right and opportunity to be associated with the insured in the delense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails tiself of such right and opportunity, the insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.
- 3. Payment of Loss. It is a condition of this policy that the insurance 3. Payment et Losa. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon tinal determination by settlement, award or verdict of the liability of the Insured, the Company, shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after my are respectively claimed and proof of loss filed with the Commy in conformity with this policy. Bankruptcy or insolvency of the insured shall not relieve the Company of any of its obligations hereunder.

hereunder.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or delense of claims suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employees incurred in investigation, adjustment and litigation.

- 5. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate not loss exceed the amount set forth in the policy plus the expenses incidental to such amount. incidental to such appeal
- 8. Subregation. In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

- 7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unexamed portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period and subject further to the policy minimum premium policy period, and subject further to the policy minimum premium as stated in the Declarations.
- 8. Cancellation. This policy may be cancelled by either party upon 30 days notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate and it cancelled by the Company, adjustment shall be made pro rata. However in the event of cancellation or termination of the underlying insurance this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of acancellation.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
- (d) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hostardous properties of nuclear material and with respect to which (1) any person or breakfedion is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered issorby, the United States of America, or any agency thereof, with any person, or organization.
- II. Under any Liebility Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
- a) the nuclear material (1) is at any nuclear lacility owned by, operated by or on behalf of an insured or (2) has been discharged or dispersed therefrom:
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning construction, maintenance, operation or use of any nuclear facility. But if such facility is located within the United States of America its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- III. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

'<del>nuclear material"</del> means source material, special nuclear material or byproduct material;

"source material." "special auclear material." and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the defination of nuclear facility under paragraph (a) or (b) thereof.

'nuclear lacility' means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating

PAGE TWO

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#### (Continued from Preceding Page)

» isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the remises where such equipment or device is located consists of ir contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, scaravation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear lission in a self-supporting chain reaction or to contain a critical mass of lissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.  $\|\cdot\|$ 

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

Robert P. J. Com

£ 20. Byrnit

PRESIDENT

FINAL PAGE

 End. # 5	
CANCELLATION	

In consideration of the premium charged, it is understood and agreed that Item # 8 of the Policy Conditions is amended to read as follows:

Cancellation. This policy may be cancelled by either party upon 60 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rate. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unsarned premium is not a condition of cancellation.

POLICY NUMBER	INSURED		EFFECTIVE
XLX-120 45 44 Monsento	Company		10-1-73
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SUBETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		homme E. Seers, Inc.	
Amend to have		was Sheek	,

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NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Insured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the smount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD6051/CX5317 of Underwriters at Lloyd's of London.

POLICY NUMBER	INSURED	EPPECTIVE
XLX-120 45 44	Monsento Company	10-1-73
FIREMAN'S FUND INSUITED THE AMERICAN INSUITED INTO INSUITED IN ASSOCIATED INDEMNITY	ANCE COMPANY COMPORATION COMPORATION COUNTY	PRODUCER  GOME E. Sears, Inc.  TERSIGNATURE OF AUTHORIZED AGENT
AMERICAN AUTOMOBILE IN		and She le

180001-1-65 SETS

	End. # 3	
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1		
f	A #AAAAA	i e
1	ADVANCE PREMIUM	
L		/

It is understood and agreed that Item # 6 of the Declarations, Advance Premium, is corrected to read as follows: \$3,750.

POLICY NUMBER	INSURED	EFFECTIVE	
XLX-120 45 44	Monsanto Company	10-1-73	
FIREMAN'S FUND INSURANCE CO		UCER	
11-8-73 THE AMERICAN INSURANCE COMPORA	TION Thomas E. Sea	Thomas E. Sears, Inc.	
ASSOCIATED INDEMNITY CORPOR AMERICAN AUTOMOBILE INSURANCE		F AUTHORIZED AGENT	
Shoul to Sprint	Son Ri	f/ <sub>/</sub> ?	
•	BIDENT Cluby	· lan	

180001-1-68 SETS

End. # 2

# EXCLUSION OF FIDELITY COVERAGE

In consideration of the premium charged, it is understood and agreed that no coverage is afforded by this policy as respects any loss of money or other property which the insured shall sustain through any fraudulent or dishonest act or acts committed by any of the insured's employees, acting alone or in collusion with others.

POLICY NUMBER	Honsento Company	
XLX-120 45 44		
Fireman's fund insurance c The American insurance co National Surety Corpora	MPANY TION Thomas E. Sea	PRODUCER TB, Inc.
Associated indemnity corpor American automobile insurance		URE OF AUTHORIZED AGENT
Aunt D. Sprint	0,10	
	SIDENT Elizabeth	yha
BOOD11-65 SETS		

End. # 1

# SCHEDULE OF UNDERLYING INSURANCE

In consideration of the premium charged, it is understood and agreed that Item # 7 of the Declarations is completed to read as follows:

Schedule of Underlying Insurance: \$48,000,000. combined single limit Personal Injury and/or Property Damage and/or Advertisers Liability as provided by Lloyds of London and various other companies in excess of various primary limits or self-insured retentions.

POLICY NUMBER		INSURED	EFFECTIVE
XLX-120 45 44	Honsanto	Company	10-1-73
THE AMERICA NATIONAL ASSOCIATED II	nd insurance company an insurance company surety corporation idemnity corporation obile insurance company	Thomas E. See	DUCER  ITS, IDC.  OF AUTHORIZED AGENT
Frank 10	PRESIDENT	Edward Sho	e hen
80001-1-65 SETS		0	

PRODUCER 8 CODE 20-219-986 01

THOMAS E. SEARS, INC. BOSTON.

PREVIOUS POLICY NUMBER XLX-120 31 52

3-62 XLX-120 31 84

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM)

Coverage is provided in the Company designated by number, a stack insurance Company (herein colled the Company)

DECLARATIONS

INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

HONSANTO COMPANY 800 N. LINDBERGH BOULEVARD ST. LOUIS, MISSOURI

POLICY PERIOD:

ITEM 2. 04-01-77

04-01-78

INCEPTION (MO. DAY YR.) EXPIRATION (MO. DA EXPIRATION (MO. DAY YR.)



OI FIREMANS FUND

18 THE AMERICAN

07 NATIONAL SURETY

# THOMAS E.SEARS .INC.

INSURANCE

PARK BOUARE BUILDING \$1 ST. JAMES AVENUE

BOSTON, MASS. ORTIG

ITEM 3 LIMIT OF LIABILITY: **4,500,000.** . EACH OCCURRENCE (PART OF \$22,000,000.) 4,500,000. . AGGREGATE ITEM 4 UNDERLYING INSURANCE LIMIT OF LIABILITY • 56,000,000**.** . EACH OCCURRENCE . AGGREGATE • 56,000,000. ITEM S. PREMIUM BASIS ITEM 4. ADVANCE PREMIUM: \$ 13,500. ANNUAL MINIMUM PREMIUM: \$ 13,500. . FLAT CHARGE IN THE EVENT OF CANCELLATION BY THE NAMED INSURED. THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN 8 3,000. AS THE POLICY MINIMUM PREMIUM. ITEM 7. SCHEDULE OF UNDERLYING INSURANCE: SEE ENDORSEMENT # 1

#### FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

# INSURING AGREEMENTS

PAGE ONE

1. Coverage. To indemnify the Insured for the Insured's ultimate not loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrelia" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

of corpored property, including loss of use mereor.

2. Mesit of Lieblity. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit of limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said anderlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

2. Policy Period. This policy applies only to occurrences which take place during the policy period.

# **DEFINITIONS**

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper-deduction of all recoveries or salvage.

1. Maintenance of Primary Insurence. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

	(Contrated	~
COUNTERSIGNATURE DATE		COUNTERMIGNATURE OF AUTHORIZED AGENT
MAY 17, 1977	OB	Eliza Struck

MONS 154314

5902-2-72

#### (Continued from Preceding Page)

ing an excess over various policies of primary insurance) with tembined limits of liability for said underlying insurance stated in them 4 of the declarations or renewals or replacements thereof not altording coverages other than those at inception of this policy shall be maintained in full effect during the period of this policy except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. I such underlying insurance is not maintained in full effect by the tissured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warrantes terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability and any renewal agreement.

- 2 Notice of Occurance. The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.
- 3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement award or verdict of the Rability of the Insured, the Company shall promptly pay the Insured as the Insured shall party, or be required to pay the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations is revender.
- 4. Payment of Expenses; Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Gampany and the Insured in the proportion that each party's chare of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employees incurred in investigation, adjustment and litigation.

- S. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal
- 6. Subrogation. In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever eight necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

- 7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.
- 8. Cancellation. This policy may be cancelled by either party upon 30 days notice in writing to the other stating the date cancellation shall be effective if cancellation is at the request of the insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance this policy shall cease to apply at the same time without notice to the insured. Notice shall be given by the Company to the insured at the address shown in the declarations. Payment or tender of unexamed premium is not a condition of exacellation.

# NUCLEAR ENERGY, TABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage to injury, sickness, disease, death or destruction
- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or esquiridation is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
- (a) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of an insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at my time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear spatity, but if such lacility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- III. As used in this endorsement
- "hazardeus proporties" include radioactive, toxic or explosive proporties;
- "nuclear material" means source material, special nuclear material or byproduct material;
- "source material." "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fael" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "weste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the defination of nuclear facility under paragraph (a) or (b) thereof:

"nuclear lacility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating

PAGE TWO

(Continued on Next Page)

# ADDITONAL PHARMACEUTICAL EXCLUSION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT NO COVERAGE IS AFFORDED UNDER THIS CONTRACT WITH RESPECT TO THE PHARMACEUTICAL KNOWN AS "AOMA".

ACCEPTED BY:

POLICY NUMBER INSURED EFFECTIVE 3-62-XLX-120 31 84 MONSANTO COMPANY 06-13-77 FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
O NATIONAL SUBETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY PRODUCER THOMAS E. SEARS, INC. **RFXO** COUNTERSIGNATURE OF AUTHORIZED AGENT Myrow De Brie 180001-1-65 SETS

END # 4

CANCELLATION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT ITEM # 8 OF THE POLICY CONDITIONS IS AMENDED TO READ AS FOLLOWS:

CANCELLATION: THIS POLICY MAY BE CANCELLED BY EITHER PARTY UPON 60 DAYS' NOTICE IN WRITING TO THE OTHER STATING THE DATE CANCELLATION SHALL BE EFFECTIVE. IF CANCELLATION IS AT THE REQUEST OF THE INSURED, ADJUSTMENT OF PREMIUM SHALL BE AT SHORT RATE, AND IF CANCELLED BY THE COMPANY, ADJUSTMENT SHALL BE MADE PRO RATA. HOWEVER, IN THE EVENT OF CANCELLATION OR TERMINATION OF THE UNDERLYING INSURANCE, THIS POLICY SHALL CEASE TO APPLY AT THE SAME TIME WITHOUT NOTICE TO THE INSURED. NOTICE SHALL BE GIVEN BY THE COMPANY TO THE INSURED AT THE ADDRESS SHOWN IN THE DECLARATIONS. PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

	POLICY NUMBER		INSURED	EFFECTIVE
3-62	XLX-120 31 84	MONSANTO COMPANY		04-01-77
	FIREMAN'S FUND IN: THE AMERICAN INS NATIONAL SUBET ASSOCIATED INDEMN AMERICAN AUTOMOBILE	UBANCE COMPANY Y CORPORATION ITY CORPORATION	THOMAS E. SEARS, I	INC.
İ	Myran Dus	PREBIDENT	Edward Steel	

180001-1-65 SETS

	END # 3	
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1		

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED INSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS, AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE FIRST LAYER OF COVER NOTE NO. SD9031/UGL0285 OF UNDERWRITERS AT LLOYD'S OF LONDON.

,	POLICY NUMBER INBURED		EFFECTIVE	
-62	XLX-120 31 84	MONSANTO CO	OMPANY	04-01-77
	THE AMERICAN IN		THOMAS E. SEARS, INC.	IZED AGENT
	Myrow Du.	PRESIDENT	Edward Sheek	-

# EXCLUSION OF FIDELITY COVERAGE

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT NO COVERAGE IS AFFORDED BY THIS POLICY AS RESPECTS ANY LOSS OF MONEY OR OTHER PROPERTY WHICH THE INSURED SHALL SUSTAIN THROUGH ANY FRAUDULENT OR DISHONEST ACT OR ACTS COMMITTED BY ANY OF THE INSURED'S EMPLOYEES, ACTING ALONE OR IN COLLUSION WITH OTHERS.

Г	POLICY NUMBER	INSURED		EFFECTIVE
5.2	XLX-120 31 84	OTHAZHON	COMPANY	04-01-77
-	FIREMAN'S FUND IN		PRODUC	ER
THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION		THOMAS E. SEARB, INC.		
	Associated Indemn American automobile		COUNTERSIGNATURE OF	AUTHORIZED AGENT
i	myran De d	Sin .	C3 1011	
- 1	,	PRESIDENT	Luzy Sed	

# SCHEDULE OF UNDERLYING INSURANCE

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT ITEM # 7 OF THE DECLARATIONS IS COMPLETED TO READ AS FOLLOWS:

SCHEDULE OF UNDERLYING INSURANCE: \$56,000,000. COMBINED SINGLE LIMIT PERSONAL INJURY AND/OR PROPERTY DAMAGE AND/OR ADVERTISERS LIABILITY AS PROVIDED BY LLOYDS OF LONDON AND VARIOUS OTHER COMPANIES IN EXCESS OF VARIOUS PRIMARY LIMITS OR SELF-INSURED RETENTIONS.

	POLICY NUMBER		INSURED	EFFECTIVE	
3-62	XLX-120 31 84	MONSANTO COMP	ARY	04-01-77	
	THE AMERICAN I	Insurance Company Insurance Company LETY CORPORATION	PRODUCER THOMAS E. SEARS, INC.		
	ASSOCIATED INDE	MUITY CORPORATION LE INSURANCE COMPANY	COUNTERSIGNATURE OF AUTHORIZED AGENT		
	myran s	PREBIDENT	Elan Sect		

180001-1-68 SETS

#### (Continued from Proceeding Page)

the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging waste.

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the faregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear lission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

Robert P. J. Comy

PREBIDENT

FINAL PAGE

Thomas E. Sears, Inc. XIX-120 31 84 20-219-986 XLX-136 38 21 Boston, Ha. BLANKET EXCESS LIABILITY POLICY OI FIREMAN'S FUND (FOLLOWING FORM) 18 THE AMERICAN Coverage is previded in the Company designated by number, a steek insurance Company (herein colled the Company) FIREMAN'S 07 NATIONAL SURETY FUND DECLARATIONS NSURANCE 13 ASSOCIATED INDEMNITY COMPANIES MAIL ADDRESS SAN FRANCISCO 15 AMERICAN AUTOMOBILE Monsento Company COO N. Lindbergh Boulevard CALIFORNIA St. Louis, Missouri THOMAS E-SEARS INC. POLICY PERIOD: INSURANCE STEM 2. April 1, 1978
INCEPTION (MD. DAY VR.)
18:00 A.M., SYANDARS VIME AT THE AT PARK BRUARE BUILDING BOSTON, MASS. 02116 ITEM 1. LIMIT OF LIABILITY: . 3,000,000. . EACH OCCURRENCE (Part of \$22,000,000).) · 3,000,000. . AGGREGATE UNDERLYING INSURANCE LIMIT OF LIABILITY ITEM 4. • 56,000,000. . EACH OCCURRENCE 56,000,000. . AGGREGATE

# FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

See Endorsement # 1

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED. THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN S AS THE POLICY MINIMUM PREMIUM.

ITEM 6.

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereol, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

#### INSURING AGREEMENTS

ITEM S.

PAGE ONE

l. Coverege. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurence afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corpored property, including loss of use thereof.

PREMIUM BASIS

. Flat Charge

ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:

of corpored property, including loss of use thereot.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

ADVANCE PREMIUM: 8 15,000.

ANNUAL MINIMUM PREMIUM: \$ 15,000.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

## DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement ar satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

#### CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Commisse of Lake 144)		
	COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
GJKXO	April 7, 1978	Thank hechon

MONS 155103

70N3 137103

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",000.

#### (Continued from Preceding Page)

ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in flow 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, thall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. If such underlying insurance is not maintained in full effect by the insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same mainter is though such underlying policies had been so maintained and unchanged.

The insurance allorded by this policy is subject to the same warranties terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of itability, and any renewal agreement.

- and limits of irability, and any renewal agreement.

  2. Notice of Occurance. The Insured shall immediately crivise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.
- of the claim or claims.

  3. Payment of Less. It is a condition of this policy that the insurance afforded insider this policy shall apply only after all underlying insurance has been exhausted Upon small determination by settlement award or verdict of the Insured, the Company shall premptly pay the insured as the Insured shall pay, or be required to pay the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proci of loss filed with the Company in conformity with this policy Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.
- 4. Payment of Expenses, Loss expenses and legal expenses including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or delense of claims, suits or proceedings shall be borne by the Company and the insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the insured's employees incurred in investigation, adjustment and litigation.

- 5. Appeal. In the event the insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance the Company may elect to appeal at its expense and shall be hable for the expenses incidental thereto but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.
- 6. Subrogation. In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights at recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual rayment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

- 7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified in the elamed fremium only. Upon termination of this policy the examed fremium shall be computed and if the earned premium or more than the advance premium paid the Named Insured shall pay the exceed to the Company, if less the Company shall return to the 10 meet hand the uncarried portion subject to the standal minimal premium stated in the Declarations for each twenty manual final policy period, and subject further to the policy manual promium as stated in the Declarations.
- 8. Cancellation. This policy may be cancelled by a for party and 30 days notice in writing to the other stating the rate stating shall be effective. If cancellation is at the request in the losured adjustment of premium shall be at short rate and a tampelled by the Company, adjustment shall be made pro-rate However in the event of cancellation of termination of the underlying murance this policy shall cease to apply at the same time without notice to the Insured Notice shall be given by the Company to the insured at the address shown in the declarations. Payment is render at uncarned premium is not a condition of cancellation.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

#### (BROAD FORM)

It is agreed that the policy does not apply:

- I. Under any Liability Coverage to injury, sickness, disease, death or destruction
- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agreey thereof, ander any agreement entered into by the United States of America, or any agreement entered into by the United States of America, or any agreement entered into by the United States of America, or any agreement entered into by the United States of America, or any agreement entered into by the United States of America.
- II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been disharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured: or

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials parts or equipment in connection with the planning, construction maintenance, operation or use of any nuclear lacility, but it such facility is located within the United States of Americal its territories in patients or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- III As used in this endorsement:
- "hazardous properties" include radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear material or byproduct material;
- "source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:
- "spent fuel" means and fuel element or fuel component satisfier in quid, which has been used or exposed to radiation in a nuclear reactor;
- "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear Jacility included within the defination of nuclear facility under paragraph (a) or (b) therest.

"nuclear lacility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for '!! reparating

PAGE TWO

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the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
(d) any structure basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear lission in a self-supporting chain reaction or to contain a critical mass of lissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

Robert 8. J. Com

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FINAL PAGE

# ADDITIONAL PHARMACEUTICAL EXCLUSION

In consideration of the premium charged, it is understood and agreed that no coverage is afforded under this contract with respect to the Fharmaceutical known as "Aoma".

POLICY NUMBER	INSURED	EFFECTIVE
XLX-136 38 21 Monsanto Company		4/1/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY	Thomas L. Sears, Inc. Boston Ma. COUNTERSIGNATURE OF AUTH	ORIZED AGENT
Myrar Du Barre PRESIDENT	Edward Seek	·
1800011-65 SETS		

END. # 📜

#### CANCELLATION

In consideration of the premium charged, it is understood and agreed that Item # 8 of the policy conditions is amended to read as follows:

Concellation: This policy may be cancelled by either party upon 60 Days' Notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the insured. Notice shall be given by the company to the insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

POLICY NUMBER	INSURED	EFFECTIVE
XIX-136 38 21   Monsanto Com	npany	1/1/-9
FIREMAN'S FUND INSURANCE COM THE AMERICAN INSURANCE COMP NATIONAL SURETY CORPORATIC ASSOCIATED INDEMNITY CORPORAT AMERICAN AUTOMOBILE INSURANCE CO	Thomas E. Sears,  Boston, Ma.	PRODUCER INC. IRE OF AUTHORIZED AGENT
Myran De Bain	ENT Chiay	Roll_

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this insurance covers the same named insured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of cover Note No. SD9031/UGL0285 of Underwriters at Lloyd's of London or its renewal.

POLICY NUMBER	INSURED	RFFECTIVE
XIX-136 38 21 Monsanto Company		11/1/7
PIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY	Thomas E. Sears, Inc. Boston, Ma.  COUNTERSIGNATURE OF AUTHO	RIZED AGENT
Solymon De Barre PRESIDENT	Edward Shirt	

# EXCLUSION OF FIDELITY COVERAGE

In consideration of the premium charged, it is understood and agreed that no coverage is afforded by this policy as respects any loss of money or other property which the insured shall sustain through any fraudulent or dishonest act or acts committed by any of the Insured's employees, acting alone or in collusion with others.

POLICY NUMBER		INSURED		EFFECTIVE
::LX-135 38 21	Monsanto Company			11/1/2
THE AMERICA NATIONAL ASSOCIATED IN	IND INSURANCE COMPANY AN INSURANCE COMPANY SURETY CORPORATION NOEMHITY CORPORATION OBILE INSURANCE COMPANY	Thomas E. S. Boston, Ma	PRODUCER EATS, INC.	ZED AGENT
my	Su Bai	Ava	w shoot	
180001-1-65 SETS			11/1/20	

# SCHEDULE OF UNDERLYING INSURANCE

In consideration of the premium charged, it is understood and agreed that Item # 7 of the Declarations is completed to read as follows:

Schedule of Underlying Insurance: \$55,000,000. combined single limit personal injury and/or property damage and/or advertisers liability as provided by Lloyds of London and Various other companies in excess of various primary limits of self-insured retentions.

POLICY NUMBER	INSURED	EFFECTIVE
XIX-136 38 31 Monsanto Company		1:/1,/-7
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY	Thomas E. Sears, Inc. Boston, Ma. COUNTERSIGNATURE OF AUTHO	DRIZED AGENT
My Su Bain PRESIDENT	Edward Shah	

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